

White-out is NOT permitted on any of the following documents. Please draw a single line through the error and initial next to it.

## FORM OF AUTHORIZING RESOLUTIONS FOR BORROWERS

United States  
if federally  
chartered  
institution

State Name if  
state chartered  
institution

As evidenced by my signature below, I certify that the following are correct and complete copies of the resolutions duly adopted on \_\_\_\_\_ at a meeting<sup>1</sup> of \_\_\_\_\_

(Date)

(Type of governing body, e.g. board of directors)

of the \_\_\_\_\_ (“Borrower”), a **(Type of Institution)** \_\_\_\_\_

(Official name of the Borrower)

(Commercial bank, mutual savings bank, savings bank and loan association, credit union, or other charter type)

duly established and operating under the laws of \_\_\_\_\_, with its head office located at \_\_\_\_\_ **(City)** in accordance with applicable law and the Borrower's chartering documents. I also certify that the resolutions have not been modified, remain in effect, are not in conflict with any provisions of the Borrower's certificate of incorporation, bylaws, or chartering and/or licensing statutes or requirements, and are reflected in the minutes of the meeting at which these resolutions were approved:

1. RESOLVED, that the Borrower is authorized to request advance(s) from, incur indebtedness, including overdrafts, to and pledge and grant a security interest in the Borrower's property, whether now owned or hereafter acquired, to a Federal Reserve Bank.

2. RESOLVED, that the persons with the following titles:

Only the titles of authorized person(s); **No specific names**

**(Exact titles of authorized persons)**

and each of their successors in office, any \_\_\_\_\_ of whom \_\_\_\_\_ authorized to

(one/two)

(is/are)

(1) take each of the actions listed in paragraphs (a)-(e) immediately below and (2) send the names, titles, and signatures of individuals authorized to take such actions in the name and on behalf of the Borrower:<sup>2</sup>

- (a) to borrow money from a Federal Reserve Bank on the terms and security that such Federal Reserve Bank requires;
- (b) to discount, rediscount, or sell (with or without the Borrower's agreement to repurchase) and, for any of those purposes, to endorse and assign notes, drafts, bills of exchange, acceptances, other bills receivable, evidences of indebtedness, and securities, now or hereafter acquired by the Borrower;
- (c) to make, execute, and deliver any application, note, agreement, certificate, power of attorney, and any other document that any Federal Reserve Bank requires in connection with any transaction authorized by this resolution;
- (d) to grant, assign, pledge, and transfer to any Federal Reserve Bank security interests in any or all property of the Borrower, whether now owned or hereafter acquired, and to endorse, assign, deliver, deposit, and/or pledge any of such property to any Federal Reserve Bank as collateral to secure payment or performance of any obligation of the Borrower to a Federal Reserve Bank; and
- (e) to do any and all other acts and things that may be necessary or incidental to any transaction authorized by the relevant resolution, or that may be designed or intended to carry out the purpose of such resolution.

3. RESOLVED, that a Federal Reserve Bank making an extension of credit to the Borrower is appointed as the Borrower's attorney-in-fact for it and in its place and stead, to endorse, assign, transfer and sell, set over and deliver collateral pledged to such Federal Reserve Bank, and to take any other action deemed necessary or advisable by the Federal Reserve Bank to exercise its rights with respect to any advance or indebtedness owed by the Borrower, in its capacity as secured party, including but not limited to accepting and endorsing payments on loans, preparing and/or filing of any documents necessary to perfect, protect, preserve, or release the interest of the Federal Reserve Bank or the Borrower in such collateral, or compromising disputes or handling insurance issues related to such collateral. The power of attorney is coupled with an interest and as such is irrevocable, and full power of substitution is granted to the

<sup>1</sup> The language of this certification should be modified if the resolutions were adopted by written consent or otherwise.

<sup>2</sup> If certain persons are authorized to undertake only some of these activities, e.g., to borrow, but not to pledge on behalf of the Borrower, this resolution should be split to so specifically identify who is authorized to undertake which activit(y)(ies).

assignee or holder. The Borrower ratifies any and all action authorized herein and taken by any such Federal Reserve Bank as the Borrower's attorney-in-fact. The rights, powers, and authority of the attorney-in-fact to perform any and all act(s) whatsoever necessary remains in full force and effect and binds the Borrower, its legal representatives, successors, and assigns until all indebtedness of the Borrower to any such Federal Reserve Bank has been fully satisfied and discharged.

4. RESOLVED, that we approve and consent to be bound by the provisions of the Federal Reserve Bank of Atlanta's Operating Circular No 10, effective October 15, 2006, as amended and supplemented from time to time thereafter ("OC-10").
5. RESOLVED, that the Borrower is authorized and approved to use any record (as such term is used in OC-10) to endorse or pledge to a Reserve Bank the notes and other obligations offered as collateral to secure payment or performance of any obligations of the Borrower to a Reserve Bank. The record will have the full force and effect of a manual endorsement.
6. RESOLVED, that these resolutions and the powers and authorizations granted or confirmed by them continue in effect until written notice of revocation is received by each Reserve Bank that has relied or is relying on such resolutions and the Borrower shall continue to be bound with respect to any outstanding obligations and pledges to any Reserve Bank at the time the notice of revocation is received by such Reserve Bank.
7. RESOLVED, that a duly certified copy of these resolutions be furnished to each Reserve Bank to which the Borrower applies for an advance or has an account.

IN WITNESS WHEREOF, I have hereunto subscribed my name.

\_\_\_\_\_  
Signature of certifying official<sup>3</sup>

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

← Secretary of the Board or another person authorized to certify the statements unless he/she is an authorized person listed in paragraph 2.

Please note that ALL new agreements are required when submitting a new Authorized Resolution for Borrowers; and they ALL must be dated **on or after** the date of the board meeting.

<sup>3</sup> The certifying official must be the secretary of the Borrower or another person authorized to certify the statements in this document and, in any case, may not be a person authorized in Paragraph 2.

Circle "Yes" if document supersedes previous version,  
 "No" if it is in addition to previous version(s).  
 Leave blank if this is your first time submitting the

**FEDERAL RESERVE BANK OF ATLANTA  
 DISCOUNT WINDOW OFFICIAL OC-10 AUTHORIZATION LIST**

Routing (ABA) No. \_\_\_\_\_  
 Page \_\_\_\_ of \_\_\_\_

This supersedes our previous Official OC-10 Authorization List:  
**YES**                      **NO**  
 If neither is circled, previous list will also remain in effect.

Name of Depository Institution:	Effective Date:	Date must be <b>on or after</b> <i>Authorizing Resolutions</i>
Address:	Telephone:	

**Instructions:** Please complete and indicate authority as appropriate. Please email a PDF copy of the original form to [atl.discountwindow@atl.frb.org](mailto:atl.discountwindow@atl.frb.org) for initial review. You will be notified by Discount Window staff with any follow up questions or with direction to proceed with mailing the completed form with original signatures to the Federal Reserve Bank of Atlanta, Credit and Risk Management, 1000 Peachtree Street NE, Atlanta, GA 30309. For questions on how to complete this form, please see the Operating Circular 10 Instructions on the Discount Window website or call the Discount Window at (888) 500-7390.

**To the Federal Reserve Bank of Atlanta:** Below are the names, titles and signatures of the individuals authorized to borrow funds from and/or to pledge loan collateral<sup>1</sup> to the FRB Atlanta<sup>2</sup> on behalf of the Borrowers.

Print Name and Title	Primary & Contingent Telephone Numbers	Email Address	Signature	Authorized to Borrow	Authorized to Pledge

Indicate

<sup>1</sup> Securities collateral is pledged by other means whose authority does not derive from this list.  
<sup>2</sup> Or to any other Reserve Bank on behalf of FRB Atlanta.

**Authorized Electronic Pledge**

The signature of the authorizing officer or officers below constitutes consent to the following terms and conditions by the Borrower: If the Borrower is approved to pledge loan collateral to the FRB Atlanta, the Borrower understands that any pledge of loan collateral shall be submitted in an electronic format via secured e-mail to [atl.discountwindow@atl.frb.org](mailto:atl.discountwindow@atl.frb.org), in a manner satisfactory to the FRB Atlanta<sup>3</sup>. FRB Atlanta is entitled to treat any such e-mail as authorized by the Borrower if it comes from an e-mail address of an individual indicated as Authorized to Pledge in the authorization list. If they are satisfactory to FRB Atlanta, the relevant data in such e-mail (including its attachments) shall constitute part of or all of a Collateral Schedule and shall modify or supplement any Collateral Schedule received prior to such e-mail. The Borrower assumes all risk of unsuccessful, inaccurate, or corrupted transmission of data pertaining to any pledge of loan collateral, including risk of malicious interference with the transmission. FRB Atlanta is not responsible for any transmission failure or other problems that prevent successful or timely receipt of a Collateral Schedule. Borrower shall indemnify and hold harmless the FRB Atlanta for any losses relating to the transmission of the data.

If the collateral listed in the electronic file is held under a Third Party Custodian (“TPC”) arrangement (as defined in Operating Circular 10), the e-mail that FRB Atlanta receives may be originated by either the Borrower or TPC. Such an e-mail shall be sent to the non-originating Borrower or TPC, and thence forwarded to FRB Atlanta by the non-originating Borrower or TPC. The individual e-mail addresses of the authorized pledgers of the Borrower and TPC must both be contained on the authorization list.

**Authorizing Officer Signature(s)**

**Note:** Authorizing Officers must be identified by title on the Authorizing Resolutions for Borrowers (“Authorizing Resolutions”). If the borrower’s Authorizing Resolutions indicates that two officers are required to issue instructions to FRB Atlanta, please also complete to the second authorizing officer section below.

Signature: _____ _____ Printed Name and Title _____ Telephone Number _____ E-Mail Address _____	Names must match here	State of _____ ) County of _____ ) Subscribed and sworn to before me on _____ 20____, by _____ Name of Authorizing Officer _____ Signature of Notary Public _____ (Notary Seal)	*Notary must not be a person listed to borrow/pledge* Notary Signature _____ Notary Seal _____
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**Authorizing Officer Signature and Notarization (if second one is required under the Form of Authorizing Resolutions for Borrowers)**

Signature: _____ _____ Printed Name and Title _____ Telephone Number _____ E-Mail Address _____	Names must match here	State of _____ ) County of _____ ) Subscribed and sworn to before me on _____ 20____, by _____ Name of Authorizing Officer _____ Signature of Notary Public _____ (Notary Seal)	Notary Signature _____ Notary Seal _____
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**Secretary’s Certification and Notarization**

**Note:** The Secretary or Assistant Secretary may not sign if his/her title is indicated as an Authorizing Officer on the Authorizing Resolutions.

I, _____, of the above institution Print Name of Secretary      Print Title do hereby certify that _____ Name of Authorizing Officer(s) _____ is/are a _____ of such institution. Title(s) of Authorizing Officer(s) _____ Signature: _____ _____ Print Secretary’s Name and Title	Names must match here	State of _____ ) County of _____ ) Subscribed and sworn to before me on _____ 20____, by _____ Name of Secretary _____ Signature of Notary Public _____ (Notary Seal)	Notary Signature _____ Notary Seal _____
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<sup>3</sup> Please contact the Discount Window staff for information on the approved methods of secured e-mail.

Printed on your Institution's Letterhead

**FORM OF LETTER OF AGREEMENT**  
[Letterhead of the Borrower]

Date must be **on or after**  
*Authorizing Resolutions*

Date: \_\_\_\_\_

Federal Reserve Bank of **Atlanta** \_\_\_\_\_

1000 Peachtree Street, N.E  
Atlanta, GA 30309-4470

Attention: **Credit and Risk Management**

In consideration of being able to request Advances from and incur Indebtedness to you and in consideration of your making Advances to us we agree to the provisions of your Operating Circular No. 10, effective October 15, 2006, as amended and supplemented from time to time thereafter ("Circular;" capitalized terms used but not defined herein shall have the meaning specified in the Circular).

[Enclosed are (1) certified copies of the Certificate, (2) certified copies of the resolutions that you requested and (3) documents(s) containing the name, title, and signature of those persons authorized to request Advances from and to pledge our assets to you.]<sup>1</sup>

Any notices required under the Lending Agreement may be directed to the following department(s): [list department(s) and address(es)].

List the addresses, individuals, and/or department for notices to be directed.

\_\_\_\_\_  
Full Legal Name of Borrower

By: \_\_\_\_\_  
Authorized signature(s)<sup>2</sup>

Authorized person listed in Paragraph 2 of *Authorizing Resolution for Borrowers*.

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Title(s)

<sup>1</sup> Each Borrower should contact the Bank for instructions as to whether this paragraph and the referenced documents, forms of which are provided as part of this Appendix 3, must be submitted.

<sup>2</sup> The signatory or signatories should be authorized to sign documents on behalf of the Borrower as provided in the Authorizing Resolutions for Borrowers required by OC-10.

**FORM OF CERTIFICATE<sup>1</sup>**

Titles of persons executing this form.  
 The first person (or persons, if two required) must be authorized per Paragraph 2 of the *Authorizing Resolutions for Borrowers*.  
 The second person is NOT an authorized signer, but is either in-house or outside counsel (if no in-house or outside counsel, second signer must be a compliance officer or auditor.)

The undersigned, the \_\_\_\_\_ and \_\_\_\_\_ of

(Title(s))

(Title)

\_\_\_\_\_ (the "Borrower") hereby certifies, with reference to Operating Circular  
 (Name of Borrower)

No. 10, effective as of October 15, 2006, as amended or supplemented from time to time thereafter ("OC-10"; terms used but not defined herein have the meaning specified therein), as agreed to by the Borrower by Letter of Agreement dated \_\_\_\_\_, \_\_\_\_\_ to the Bank as follows:

(Date of Letter of Agreement)

This date must match the Letter of Agreement

- (a) attached hereto are true, correct and complete, as of the date of this Certificate, copies of the official document that specifies the official name or names of the Borrower in its jurisdiction of organization ("Organizational Document").
- (b) The information listed below is true and correct as of the date of this certificate:

Not required

1. Borrower's current mailing address is:
2. Borrower's jurisdiction of organization is<sup>2</sup>:
3. Borrower's Organizational number is (indicate n/a if not applicable):
4. Borrower's ABA number is :

Date must be **on or after** *Authorizing Resolutions*

IN WITNESS WHEREOF, the undersigned has signed this Certificate on \_\_\_\_\_, 2\_\_\_.

Signature, Name and Title of one (or two) authorized person(s) listed in Paragraph 2 of *Authorizing Resolutions for Borrowers*.

\_\_\_\_\_  
 Name:  
 Title:

<sup>3</sup>

Signature, Name, and Title of person who is NOT an authorized signer, but is either in-house or outside counsel.

\_\_\_\_\_  
 Name:  
 Title:

<sup>4</sup>

<sup>1</sup> Borrowers that have previously provided the documents and information requested in this Certificate need only certify that the previously provided documents and information have not changed.  
<sup>2</sup> Borrowers operating under a Federal charter (e.g., national banks or Federal savings banks or associations) (see 12 U.S.C. §§ 22 and 1464(a), and 12 C.F.R. § 552.3), please specify the State of the Borrower's main office or home office.  
<sup>3</sup> One signatory should be someone authorized to sign documents on behalf of the Borrower as provided in the Authorizing Resolutions for Borrowers required by OC-10.  
<sup>4</sup> The other signatory should be in-house or outside counsel to the Borrower.